

TOTAL PAGES: 7

DARRYL J. HOROWITT #100898
KURT V. JAENIKE #112537
COLEMAN & HOROWITT, LLP
Attorneys at Law
499 West Shaw, Suite 116
Fresno, California 93704
Telephone: (559) 248-4820
Facsimile: (559) 248-4830

Attorneys for Movant,
NAVISTAR FINANCIAL CORPORATION

IN THE UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF CALIFORNIA - BAKERSFIELD DIVISION

In re
PRIDE TRANSPORTATION, INC.,
Debtor.

NAVISTAR FINANCIAL
CORPORATION,
Moving Party,
v.
PRIDE TRANSPORTATION, INC.,
Respondent.

Case No. 09-16328-B-11
Related Case No. 09-60469-B-11
(James D. Kilgore and Norma Jean Kilgore)

Chapter 11

DCN: KVVJ-1

Date of Hearing: December 2, 2009
Time of Hearing: 3:00 p.m.
Location: United States Bankruptcy Court,
Eastern District of California
Bakersfield Division
1300 18th Street, First Floor
Bakersfield, CA 95814

Hon. W. Richard Lee

**MOTION FOR RELIEF FROM
THE AUTOMATIC STAY
(11 U.S.C. SECTION 362(d)(1) and BANKRUPTCY RULE 4001-1)**

Movant, NAVISTAR FINANCIAL CORPORATION (hereinafter "Movant"), hereby moves the court for an order granting relief from the automatic stay under 11 U.S.C. section 362(d)(1) to permit Movant, and its successors and assigns, to exercise lien enforcement rights under the terms of the written security agreements affecting 10 commercial utility trailers owned by the Debtor, PRIDE TRANSPORTATION, INC. directly, or by its principal, James Kilgore.

1. A bankruptcy case concerning the Debtor, PRIDE TRANSPORTATION, INC., was filed under Chapter 11 on July 6, 2009.

2. This Court has jurisdiction on this matter pursuant to 28 U.S.C. section 1334(a) and (d), and 28 U.S.C. section 157(a) and (b) to (g).

JAMES KILGORE UNITS

3. On or about March 4, 2005, Debtor, through its principal, **James Kilgore** (hereinafter "**Kilgore**") and Movant entered into a Commercial Loan and Security Agreement for the purchase of the following:

Type of Vehicle	VIN
2005 Vanguard Trailer	VIN 5V8VA532X5M502962
2005 Vanguard Trailer	VIN 5V8VA53215M502963
2005 Vanguard Trailer	VIN 5V8VA53265M502974

Pursuant to said Agreement, **Kilgore** was obligated to make payments of \$1,399.44 per month to Movant until paid in full. A true and correct copy of the March 4, 2005, Agreement is attached as Exhibit A to the Declaration of Jennifer Giuliano, filed concurrently herewith.

4. On or about March 28, 2005, **Kilgore** and Movant entered into a Commercial Loan and Security Agreement for the purchase of the following:

Type of Vehicle	VIN
2001 Fontaine Trailer	VIN 13N34820413597825

Pursuant to said Agreement, **Kilgore** was obligated to make payments of \$651.36 per month to Movant until paid in full. A true and correct copy of the March 28, 2005, Agreement is attached as Exhibit B to the Declaration of Jennifer Giuliano, filed concurrently herewith.

5. On or about December 14, 2005, **Kilgore** and Movant entered into a Commercial Loan and Security Agreement for the purchase of the following:

Type of Vehicle	VIN
2006 Vanguard Trailer	VIN 5V8VA53286M604469

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Pursuant to said Agreement, **Kilgore** was obligated to make payments of \$424.11 per month to Movant until paid in full. A true and correct copy of the December 14, 2005, Agreement is attached as Exhibit C to the Declaration of Jennifer Giuliano, filed concurrently herewith.

6. On or about July 11, 2006, **Kilgore** and Movant entered into a Commercial Loan and Security Agreement for the purchase of the following:

Type of Vehicle	VIN
2007 Vanguard Trailer	VIN 5V8VA53247M701055
2007 Vanguard Trailer	VIN 5V8VA53267M701056

Pursuant to said Agreement, **Kilgore** was obligated to make payments of \$841.08 per month to Movant until paid in full. A true and correct copy of the July 11, 2006, Agreement is attached as Exhibit D to the Declaration of Jennifer Giuliano, filed concurrently herewith.

7. **Kilgore** has defaulted under the contracts as follows:

Contract default \$2,664.63 due on May 4, 2009

5/09 \$2,644.63

6/09 \$2,644.63

7/09 \$2,644.63

8/4/09 payment \$2,644.63

9/4/09 payment \$2,644.63

10/4/09 payment \$2,644.63

TOTAL DEFAULT \$15,987.78

True and correct copies of the payment transactions evidencing **Kilgore's** failure to make payments are attached as Exhibit E to the Declaration of Jennifer Giuliano, filed concurrently herewith.

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8. As stated above, **Kilgore** has defaulted under the contracts and Movant's records reflect that the Debtor's account is currently due as follows:

Type of Vehicle and VIN	Default Months/Year	Payment Default Totals	Estimated Value	Payoff
2005 Vanguard Trailer 5V8VA532X5M502962	May, June, July, August, September and October 2009	\$2,798.88	\$10,350.00	\$5,179.59
2005 Vanguard Trailer 5V8VA53215M502963	May, June, July, August, September and October 2009	\$2,798.88	\$10,350.00	\$5,174.44
2005 Vanguard Trailer 5V8VA53265M502974	May, June, July, August, September and October 2009	\$2,798.88	\$10,350.00	\$5,179.59
2001 Fontaine Trailer 13N34820413597825	Paid off	Paid off	\$8,750.00	Paid off
2006 Vanguard Trailer 5V8VA53286M604469	May, June, July, August, September and October 2009	\$2,544.66	\$12,500.00	\$8,056.06
2007 Vanguard Trailer 5V8VA53247M701055	May, June, July, August, September and October 2009	\$2,523.24	\$15,500.00	\$10,594.14
2007 Vanguard Trailer 5V8VA53267M701056	May, June, July, August, September and October 2009	\$2,523.24	\$15,500.00	\$10,524.68
		\$15,987.78	\$83,300.00	\$44,708.50

9. The estimated values of **Kilgore's** collateral are listed on the above table. (See Declaration of Dan Hill, filed concurrently herewith.) The above valuations are indicated for collateral of the year, make, model and general features in the reference guide most commonly used for valuation by NAVISTAR in the ordinary course of its business for determining the values of these types of collateral. A true and correct copy of the relevant excerpts of the most recent editions is attached to the Declaration of Dan Hill as Exhibit A filed concurrently herewith.

10. The total amounts due and owing under the **Kilgore** Agreements are \$44,708.50. (See above table for a total payoff.)

11. Movant's security interests are contained in the Certificates of Title and are attached as Exhibit F to the Declaration of Jennifer Giuliano, filed concurrently herewith.

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PRIDE TRANSPORTATION, INC. UNITS

12. On or about September 13, 2007, Debtor, **PRIDE TRANSPORTATION, INC.** (hereinafter "**PRIDE**"), and Movant entered into a Commercial Loan and Security Agreement for the purchase of the following:

Type of Vehicle	VIN
2007 Vanguard Dry Van Trailer;	VIN 5V8VA53267M706757
2007 Vanguard Dry Van Trailer;	VIN 5V8VA53287M706758
2007 Vanguard Dry Van Trailer;	VIN 5V8VA532X7M106759
2007 Vanguard Dry Van Trailer;	VIN 5V8VA53267M706760

Pursuant to said Agreement, **PRIDE** was obligated to make payments of \$1,799.02 per month to Movant until paid in full. A true and correct copy of the September 13, 2007, Agreement is attached as Exhibit G to the Declaration of Jennifer Giuliano, filed concurrently herewith

13. **PRIDE** has defaulted under the contracts as follows:

Payments of \$1,799.02 due starting in May 2009

5/13/09 received \$1,799.02

6/09 received \$1,799.02

7/13/09 payment due \$1,799.02

8/13/09 payment due \$1,799.02

8/20/09 received \$1,390.72

Less 8/20/09 pt. (\$1,390.72)

Due for 8/09 \$ 408.32

9/13/09 payment due \$1,799.02

10/13/09 payment due \$1,799.02

DUE AS OF 10/13/09 \$9,403.40 FROM PRIDE

True and correct copies of the payment transactions evidencing **PRIDE's** failure to make payments are attached as Exhibit H to the Declaration of Jennifer Giuliano, filed concurrently herewith.

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14. As stated above, **PRIDE** has defaulted under the contract and Movant's records reflect that **PRIDE's** account is currently due as follows:

Type of Vehicle and VIN	Default Months/Year	Payment Default Totals	Estimated Value	Payoff
2007 Vanguard Dry Van 5V8VA53267M706757	May, June, July, August, September and October 2009	\$2,698.56	\$15,500.00	\$16,335.14
2007 Vanguard Dry Van Trailer 5V8VA53287M706758	May, June, July, August, September and October 2009	\$2,698.56	\$15,500.00	\$16,335.14
2007 Vanguard Dry Van Trailer 5V8VA532X7M106759	May, June, July, August, September and October 2009	\$2,698.56	\$15,500.00	\$16,335.14
2007 Vanguard Dry Van Trailer 5V8VA53267M706760	May, June, July, August, September and October 2009	\$2,698.56	\$15,500.00	\$16,335.14
		\$10,794.24	\$62,000.00	\$65,340.56

15. The estimated values of **PRIDE's** collateral are listed on the above table. (See Declaration of Dan Hill, filed concurrently herewith.) The above valuations are indicated for collateral of the year, make, model and general features in the reference guide most commonly used for valuation by NAVISTAR in the ordinary course of its business for determining the values of these types of collateral. A true and correct copy of the relevant excerpt of the most recent edition is attached to the Declaration of Dan Hill as Exhibit B filed concurrently herewith.

16. The total amounts due and owing under the **PRIDE** Agreements are \$65,340.56. (See above table for a total payoff.)

17. Movant's security interests are contained in the Certificates of Title and are attached as Exhibit I to the Declaration of Jennifer Giuliano, filed concurrently herewith.

18. On or about September 13, 2007, for valuable consideration and in order to induce Movant to extend financing to **PRIDE**, **Kilgore** executed a personal Guaranty of the obligations

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1 incurred by **PRIDE** under the Commercial Loan and Security Agreements. A true and correct copy
2 of the September 13, 2007, Guaranty is attached as Exhibit J to the Declaration of Jennifer Giuliano,
3 filed concurrently herewith.

4 19. The grand totals of the amounts due and owing under the Agreements are
5 \$110,049.06. A true and correct copy of the table entitled **PRIDE TRANSPORTATION AND**
6 **JAMES KILGORE COLLATERAL** evidencing **PRIDE's** total amounts due and owing is
7 attached as Exhibit K to the Declaration of Jennifer Giuliano, filed concurrently herewith.

8 WHEREFORE, Movant respectfully requests the following:

9 1. That the automatic stay provisions under 11 U.S.C. section 362 be terminated as to
10 Movant so as to allow Movant to exercise lien enforcement rights and take any and all action to
11 obtain possession of the collateral;

12 2. Waiver of the provisions of FRBP Rule 4001(a)(3);

13 3. For reasonable attorneys' fees and costs; and,

14 4. Grant such other and further relief as the court may deem just and proper.

15 Dated: November 6, 2009

COLEMAN & HOROWITT, LLP

16 By: /s/ Kurt V. Jaenike

17 KURT V. JAENIKE

18 Attorneys for Moving Party,

NAVISTAR FINANCIAL CORPORATION